

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

ROXANNE PIERNICKI,)	Case No. 8:12-cv-00316
)	
Plaintiff,)	
v.)	DEFENDANT BRUMBAUGH &
PORTFOLIO RECOVERY)	QUANDAHL'S ANSWER TO
ASSOCIATES, LLC and)	PLAINTIFF'S COMPLAINT
BRUMBAUGH & QUANDAHL,)	
P.C.,L.L.O.,)	
		Defendants.

COMES NOW, Defendant, Brumbaugh & Quandahl, P.C., L.L.O. (hereinafter "B & Q"), by and through counsel, Cory J. Rooney and for its Answer to Plaintiff's Complaint states the following:

GENERAL DENIAL

1. B & Q generally denies all of the allegations in Plaintiff's Complaint except those which constitute admissions against Plaintiff's interest.

SPECIFIC DENIALS

2. B & Q admits paragraphs 1 through 3 of Plaintiff's Complaint in that Plaintiff has brought an action under the FDCPA and that this Court has jurisdiction, but denies that B & Q has violated any part of the FDCPA or that Plaintiff has suffered any damages.
3. Upon information and belief, B & Q admits Paragraph 4 of the Complaint.
4. B & Q admits Paragraph 5 of the Complaint.
5. B & Q denies Paragraph 6 of the Complaint.
6. B & Q denies Paragraph 7 of the Complaint.
7. B & Q admits Paragraphs 8 and 9 of the Complaint.
8. With respect to Paragraphs 10, 11, and 12 of the Complaint, B & Q lacks sufficient information or knowledge to admit or deny, therefore, denies the same.
9. B & Q denies Paragraph 13 of the Complaint.

10. B & Q denies Paragraphs 14-20 of the Complaint.
11. B & Q admits Paragraph 21 of the Complaint.
12. B & Q denies Paragraphs 22-23 of the Complaint.
13. With respect to Paragraph 24 of the Complaint, B & Q lacks sufficient information or knowledge to admit or deny, therefore, denies the same.
14. With respect to Paragraph 25 of the Complaint, B & Q lacks sufficient information or knowledge to admit or deny, therefore, denies the same.
15. B & Q denies Paragraph 26 of the Complaint.

DEFENDANT BRUMBAUGH & QUANDAHL'S SPECIFIC DENIALS
TO PLAINTIFF'S FIRST CAUSE OF ACTION

16. B & Q reasserts each and every response contained above as it relates to Paragraph 27 of the Complaint.
17. B & Q denies Paragraph 28 of the Complaint.

Based on the foregoing, B & Q denies that: (1) B & Q violated 15 U.S.C. §1692c(a)(2); (2) Plaintiff has suffered any damages; (3) Plaintiff is entitled to statutory damages; (4) Plaintiff is entitled to attorney fees or costs; (5) Plaintiff is entitled to any interest; or (6) Plaintiff is entitled to any other relief as to Count I of the Complaint.

DEFENDANT BRUMBAUGH & QUANDAHL'S SPECIFIC DENIALS
TO PLAINTIFF'S SECOND CAUSE OF ACTION

18. With Respect to Paragraphs 29-31 of the Complaint, B & Q lacks sufficient information or knowledge to admit or deny, therefore, denies the same.

DEFENDANT BRUMBAUGH & QUANDAHL'S SPECIFIC DENIALS
TO PLAINTIFF'S THIRD CAUSE OF ACTION

19. With Respect to Paragraphs 32-33 of the Complaint, B & Q lacks sufficient information or knowledge to admit or deny, therefore, denies the same.

DEFENDANT BRUMBAUGH & QUANDAHL'S SPECIFIC DENIALS
TO PLAINTIFF'S FOURTH CAUSE OF ACTION

20. B & Q reasserts each and every response contained above as it relates to Paragraph 34 of the Complaint.
21. B & Q denies Paragraph 35 of the Complaint.

Based on the foregoing, B & Q denies that: (1) B & Q violated 15 U.S.C. §1692e(2)(A); (2) Plaintiff has suffered any damages; (3) Plaintiff is entitled to statutory damages; (4) Plaintiff is entitled to attorney fees or costs; (5) Plaintiff is entitled to any interest; or (6) Plaintiff is entitled to any other relief as to Count I of the Complaint.

DEFENDANT BRUMBAUGH & QUANDAHL'S SPECIFIC DENIALS
TO PLAINTIFF'S FIFTH CAUSE OF ACTION

22. With Respect to Paragraphs 36-38 of the Complaint, B & Q lacks sufficient information or knowledge to admit or deny, therefore, denies the same.

DEFENDANT BRUMBAUGH & QUANDAHL'S SPECIFIC DENIALS
TO PLAINTIFF'S SIXTH CAUSE OF ACTION

23. B & Q reasserts each and every response contained above as it relates to Paragraph 39 of the Complaint.

24. B & Q denies Paragraph 40 of the Complaint.

Based on the foregoing, B & Q denies that: (1) B & Q violated 15 U.S.C. §1692e(10); (2) Plaintiff has suffered any damages; (3) Plaintiff is entitled to statutory damages; (4) Plaintiff is entitled to attorney fees or costs; (5) Plaintiff is entitled to any interest; or (6) Plaintiff is entitled to any other relief as to Count I of the Complaint.

DEFENDANT BRUMBAUGH & QUANDAHL'S SPECIFIC DENIALS
TO PLAINTIFF'S SEVENTH CAUSE OF ACTION

25. With Respect to Paragraphs 41-43 of the Complaint, B & Q lacks sufficient information or knowledge to admit or deny, therefore, denies the same.

DEFENDANT BRUMBAUGH & QUANDAHL'S SPECIFIC DENIALS
TO PLAINTIFF'S EIGHTH CAUSE OF ACTION

26. B & Q reasserts each and every response contained above as it relates to Paragraph 44 of the Complaint.

27. B & Q denies Paragraph 45 of the Complaint.

Based on the foregoing, B & Q denies that: (1) B & Q violated 15 U.S.C. §1692g(a)(1); (2) Plaintiff has suffered any damages; (3) Plaintiff is entitled to statutory damages; (4) Plaintiff is entitled to attorney fees or costs; (5) Plaintiff is

entitled to any interest; or (6) Plaintiff is entitled to any other relief as to Count I of the Complaint.

DEFENDANT BRUMBAUGH & QUANDAHL'S SPECIFIC DENIALS
TO PLAINTIFF'S NINTH CAUSE OF ACTION

28. With Respect to Paragraphs 46-48 of the Complaint, B & Q lacks sufficient information or knowledge to admit or deny, therefore, denies the same.

AFFIRMATIVE DEFENSES

29. B & Q affirmatively alleges that Plaintiff's Complaint fails to state a cause of action for which relief can be granted.

30. B & Q affirmatively alleges that any damages suffered by the Plaintiff were caused by Plaintiff's actions or inactions.

31. B & Q affirmatively alleges that Plaintiff failed to mitigate her damages, if any.

32. B & Q affirmatively alleges that any violation of the FDCPA was a bona fide error in which B & Q has procedures in place to avoid the unintended consequences.

33. Plaintiff never notified B & Q that she was represented by counsel as it pertains to the debt in this case.

34. B & Q reserves the right to raise any additional affirmative defenses as they become apparent throughout this case.

WHEREFORE, Defendant Brumbaugh & Quandahl, P.C., LLO requests that this matter be dismissed with prejudice with Plaintiff bearing all costs, attorneys fees and other such relief the Court deems just and equitable.

Dated this 4th day of October, 2012.

PORBRUMBAUGH & QUANDAHL, P.C.,
L.L.O, Defendant

By: s/ Cory J. Rooney

Cory J. Rooney, #23113
BRUMBAUGH & QUANDAHL, P.C., LLO
4885 S. 118th St., Suite 100
Omaha, NE 68137
402-554-4400
402-554-0339
crooney@bqlaw.com
ATTORNEY FOR DEFENDANT

CERTIFICATE OF SERVICE

I hereby certify that on the 4th day of October 2012, I electronically filed the foregoing Answer to Plaintiff's Complaint with the Clerk of Court using the CM/ECF system, which sent notification of such filing to the following:

JD Haas
JD HAAS AND ASSOCIATES, PLLC
10564 France Avenue South
Bloomington, MN 55431
Attorney for Plaintiff

s/ Cory J. Rooney